



BID NO.: 7031-0/18

**OPENING: 2:00 P.M.
July 31, 2013**

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

AERIAL SPRAYING SERVICES

FOR INFORMATION CONTACT:

**Esmeralda Cardenas
ecarden@miamidade.gov**

IMPORTANT NOTICE TO BIDDERS:

- **READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 7031-0/18

Bid Title: AERIAL SPRAYING SERVICES

Procurement Associate: Esmeralda Cardenas

Bids will be accepted until 2:00 p.m. on July 31, 2013

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

SECTION 1
GENERAL TERMS AND CONDITIONS

AERIAL SPRAYING SERVICES

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable general terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/general-terms-and-conditions-itb.pdf>

SECTION 2
SPECIAL CONDITIONS

AERIAL SPRAYING SERVICE

2.1 PURPOSE:

The purpose of this solicitation is to establish a contract for Aerial Spraying services in conjunction with the County's needs on an as needed when needed basis.

2.2 TERM OF CONTRACT:

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for sixty (60) months and upon completion of the expressed and/or implied warranty periods. The contract shall expire on the last day of the sixty (60) month term.

2.3 PRICING:

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. The County may consider an adjustment after the first year, to be effective each anniversary date of the contract. The pricing adjustment shall not be in excess of the increase reflected on the latest Consumer Price Index, All Urban Consumers, Miami, and Ft. Lauderdale (All Items). It is the awarded vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to be effective it must be submitted ninety (90) days prior to the expiration of the then current anniversary date/year. Any adjustment received after ninety (90) days from the expiration of the then current date/year may not be considered. The County reserves the right to reject any price adjustments submitted by the vendor. If no adjustment request is received from the awarded vendor, the County will assume that the awarded vendor has agreed that the next year term will be without any price adjustment.

Should the relevant pricing index report a decline in the inflation rate, the County shall have the right to adjust prices downward to reflect the index change. The downward adjustment shall not be in excess of the relevant pricing index change.

2.4 METHOD OF AWARD:

Award of this contract will be made to (3) responsive, responsible vendors who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor. During the term of the contract, the County may also make award to the third lowest vendor as tertiary if the primary and secondary vendors do not perform.

Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform

SECTION 2
SPECIAL CONDITIONS

AERIAL SPRAYING SERVICE

in accordance with the terms and conditions of the contract may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

Minimum Qualifications as follows:

1. Bidder must submit two (2) references with its bid submittal form. The references must be customers to whom the vendor has provided aerial spraying services within the past five (5) years. Vendor must include the customer's company name, name, title, address, telephone and facsimile number of the contact person. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience. The County, at its sole discretion, may choose to request additional information in order to assess bidder responsibility.
2. Bidder shall submit a description and photographs of all aircrafts and the types of equipment (tanks, nozzles, supply lines, strainers, etc.) which shall be used to dispense the insecticide.
3. Bidder must submit proof of ownership or lease agreement for all aircrafts.
4. Bidder shall submit maintenance, accident and flight history documentation for all of the aircrafts the vendor is proposing to use, to meet the needs of the contract.
5. Bidder must submit a pilot's Resume to render the routine services as specified herein, which must have a minimum of three (3) years' experience in aerial spraying service. The pilot must have an e-mail address and cellular phone for routine correspondence and communication with the County
6. Bidder must provide proof of pilot's minimum of five hundred (500) logged and verifiable flight hours. Copy of log must be provided with the bid submittal.
7. Bidder must provide proof of pilot's minimum of one hundred (100) logged and verifiable hours in aerial application of insecticide to control mosquitoes. Copy of flight log must be provided with the bid submittal.
8. Bidder must provide pilot's current certification in the public health and aerial categories of pest control as issued by the Florida Dept. of Agriculture and Consumer Services. Copies of each certification shall be provided with the bid submittal.
9. Bidder must provide a copy of commercial pilot's license with multi-engine rating.
10. Bidder must provide a copy of first or second class pilot's medical certificate.
11. Bidder must provide a copy of FCC restricted radio telephone pilot's permit.

Vendor shall submit all the specified information, documents and attachments as proof of compliance to the minimum qualification requirements. The County reserves the right to verify the information submitted by the vendor and to request additional information, as it deems necessary to ascertain the vendors' conformance to the minimum qualification requirements.

SECTION 2
SPECIAL CONDITIONS

AERIAL SPRAYING SERVICE

Failure to provide the required submittals may result in the bid being found non-responsive.

2.5 LIQUIDATED DAMAGES FOR INCOMPLETE PROJECTS:

The vendor's failure to perform an assigned task may have a deleterious effect on the well-being of the residents of Miami-Dade County, for this reason failure to perform an assigned task in accordance with the terms and Conditions and/or Technical Specifications and to the satisfaction of the County within the time stated shall cause the vendor to be subject to charges for liquidated damages, as per the schedule listed below for each failure to perform. As compensation due the County for loss of use and for additional costs incurred by the County due to such non-performance of the task, the County shall have the right to deduct the said liquidated damages from any amount due, or that may become due to the vendor under this agreement, or to invoice the vendor for such damages if the costs incurred exceed the amount due to the vendor.

- | | |
|---|---------------------------|
| • Failure to appear | \$1,000.00 per occurrence |
| • Failure to spray the designated target area as per the County's representative. | \$1,000.00 per occurrence |
| • Failure to apply the insecticide according to label directions. | \$1,000.00 per occurrence |
| • Failure to spray for any other unexplained reason | \$1,000.00 per occurrence |

The County's representative shall have the authority to approve, delay, or terminate the mission. Miami-Dade County reserves the right to use other aircraft whenever it deems it necessary. The County shall be the sole judge of an aircraft's ability to perform the task assigned to it.

Fines which exceed 5% of this contract may result in termination of the contract. The above charges will be in addition to any re-procurement charges that the County incurs, which shall also be charged to the contractor.

2.6 INDEMNIFICATION AND INSURANCE (10) - AIR TRANSPORTATION CHARTER SERVICES

The standard insurance requirements listed in the general terms and conditions shall apply with the exception of the following changes to the sections specifically identified:

1.21 A 2. Aircraft Liability including passenger liability, in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage. **Miami-Dade County must be shown as an additional insured with respect to this coverage**

2.7 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Esmeralda Cardenas, at (305) 375-2676 email - ecarden@miamidade.gov.

SECTION 2
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AERIAL SPRAYING SERVICE

2.8 QUESTION DEADLINE:

Questions pertaining to this solicitation must be received no later than **July 19, 2013**. Questions should specifically reference the section of the solicitation to which the question pertains.

2.9 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.10 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.11 LEGAL REQUIREMENT FOR POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Department of Environmental Resources Management (DERM), 701 N.W. 1st court 4th floor, Miami, Florida 33136, Telephone (305) 372-6789.

2.12 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.13 WORK ACCEPTANCE

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

SECTION 2
SPECIAL CONDITIONS

AERIAL SPRAYING SERVICE

2.14 WORK ASSIGNMENTS IDENTIFIED BY THE COUNTY

All work assignments during the contract period will be on an "as needed" basis, complying with notification requirements. Bidder shall assume no guarantees as to the number or frequency of work assignments or the amount of payments under the terms of this contract. Determination of material quantities and/or specifications for each assignment will be made by the County Department. The County department will notify the Bidder of each work assignment; at which time the Bidder and the County Department will mutually agree, in writing, of the beginning and ending dates of the work assignment. For each assignment, the Bidder shall be responsible for the proper and necessary use of the materials in performance of the work.

3.1 SCOPE OF WORK:

The vendor shall be responsible for furnishing two (2) or more multi-engine fixed wing aircrafts equipped for Ultra Low Volume spraying of insecticides to control mosquitoes, within the confines of Miami-Dade County. The insecticide (Naled) will be supplied by Miami-Dade County.

Vendor shall provide calibration and droplet spectrum analysis that will be performed by a qualified individual for each aircraft offered in the bid proposal within 60-90 days prior to May 1st of effective contract period. The contractor shall follow all instructions listed on the current label of the insecticide used in reference to Ultra Low Volume (ULV) aircraft spraying operations.

It is estimated that approximately 335,000 – 350,000 acres will be sprayed annually. There is no guaranteed number acres to be sprayed, and the County assumes no responsibility should the estimated acreage to be sprayed differ from the actual acreage.

The acreage sprayed for the past three years is shown below:

<u>YEAR</u>	<u>NUMBER OF ACRES</u>
2010	45,006
2011	213,149
2012	224,183

3.2 CONTRACTOR RESPONSIBILITY:

Vendor shall provide: labor, equipment, supplies, aircraft, pilots, gasoline, oil, maintenance, landing, tie down fees, and all other costs associated with the requested services. The vendor shall provide a copy of each aerial spray mission report, showing the following:

- a) spray altitude;
- b) ground wind speed and direction;
- c) aircraft speed;
- d) begin and end times;
- e) amount of insecticide used;
- f) number of acres sprayed;
- g) temperature;
- h) color differentiating maps showing spray “on and spray” areas.
- i) copy of each aerial spray mission report using a calibrated global positioning satellite (GP). Reports shall be submitted within forty-eight (48) hours of each flight.

If the vendor should be unable and /or refuse to provide services within the required time frame (6 hours) specified by the County representative, the vendor shall immediately notify. The Public Works and Waste Management Department Road Bridge, Canal Maintenance and Mosquito Control Division by telephone at any one of the following numbers:

305 592-1187
305 592-1949
305 256-3116

The vendor shall notify the Division Chief, in writing, of the cause of the delay within twenty-four (24) hours from the beginning of such delay.

3.3 AIRCRAFT

1. The vendor shall have available two (2) or more multi-engine fixed wing aircrafts equipped for Ultra Low Volume spraying of insecticides to control mosquitoes. Each aircraft capable of transporting a minimum of 45 gallons of Naled Concentrate insecticide.
2. All aircrafts submitted for use on this contract must be certified by the Federal Aviation Administration (FAA), and comply with all requirements of Chapter 137, Agricultural Operations. An approved FAA congested area plan is required 30 days prior to commencement of aerial spray operations.
3. The underside of the aircraft wings shall be marked "Mosquito Control" for easy visual identification from a height of 200-300 feet.
4. The aircraft shall be equipped with a ULV (Ultra Low Volume) spray system with rotary atomizer nozzles for the dispersal of insecticide. The usual application rate is 0.66 fluid ounces per acre.
5. Each aircraft must have installed a GPS (Global Positioning Satellite) electronic guidance system with grid capability. The system must have an accuracy of 0-50 feet, and must be used on all spray missions.
6. Aircraft should be calibrated to deliver the correct amount of insecticide, and droplet size it must comply with the insecticide label.
7. Aircraft used other than those specified in the bid must be approved in writing by County prior to use.
8. The County reserves the right to request additional droplet size tests and re-calibration of equipment; recalibration shall not be at any additional cost to the County.
9. An inspection and demonstration of all aircraft may be required prior to award this bid.

3.4 CONTRACTOR AVAILABILITY

The vendor must be available for contact between the hours of 7:30 AM and 5:00 PM seven (7) days per week. The vendor shall contact the Miami-Dade County Public Works and Waste Management Department's Road, Bridge, Canal, and Mosquito Control Division within thirty (30) minutes of the County's first attempt for notification of an aerial spray mission. The aircraft must be operational and available for aerial spraying within six (6) hours of notification. The primary airport used for aerial spray operations is Tamiami Airport; however, other airports may be used when necessary, such as Homestead General and Opa-Locka.

3.5 APPLICATION

The County will supply the insecticide to be used. Naled (Dibron concentrate) insecticide will be supplied in thirty (30) gallon poly drums. The vendor shall provide the necessary

pumps and any other equipment to load the insecticide into the airplane, and be responsible for managing any spills.

The areas to be sprayed, the date, time, and numbers of acres to be sprayed in the insecticidal application will be designated by the Public Works and Waste Management Department's Road, Bridge, Canal Maintenance, and Mosquito Control Division. Maps showing the spray areas will be supplied to the pilots prior to the spray mission.

A Representative of the Public Works and Waste Management Department's Road, Bridge, Canal Maintenance, and Mosquito Control Division will be on hand and monitor all aspects of the spray mission to ensure procedures are followed that will result in a successful mission. Some but not all of the items monitored will be:

1. If climatologically conditions are favorable for spraying.
2. If Insecticide is applied in the target zone.
3. Aircraft is operated at the proper altitude (200-250 feet).
4. Swath widths of 1,000 feet (plus or minus 10%) are maintained.

A 90% + control adult population of salt marsh (*Aedes*) as pasture (*Psorophora*) mosquito species is expected. Control less 90% will require a review of all pertinent factors to determine the reason.

The vendor shall make such a written report, and submit it to the Public Works and Waste Management Department's Road, Bridge, Canal Maintenance, and Mosquito Control Division within 48 hours after notification that control of the adult mosquito population was less than 90% following any aerial spray mission.

MIAMI-DADE COUNTY**SECTION 4
BID SUBMITTAL FORM****BID NO.: 7031-0/18**

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
July 31, 2013

**PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued
by:
Esmeralda
Cardenas

ISD/PM
Purchasing Division

Date Issued:
July 9, 2013

This Bid Submittal Consists of
Pages 9 through 16

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

AERIAL SPRAYING SERVICE

A Bid Deposit in the amount of N/A the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of N/A the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE

ACCEPTED _____ HIGHER THAN LOW _____
NON-RESPONSIVE _____ NON-RESPONSIBLE _____

DATE B.C.C. _____ NO BID _____

ITEM NOS. ACCEPTED _____

COMMODITY CODE: **988-72, 485-62**

Procurement Contracting Associate: **Esmeralda Cardenas**

FIRM NAME _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

FIRM NAME: _____

ITEM No.	ESTIMATED QUANTITY (annually)	DESCRIPTION	UNIT PRICE PER ACRE
1	350,000 Acres	Cost of Aerial Spraying as specified in the Technical Specifications,	\$_____

Checklist for Summarized Requirements

Requirements for aerial spraying service bidders as listed in Section 2.4 (1-11) of this solicitation.

Paragraphs	Requirement	Check As Completed
2.4.1.	Bidder must submit two (2) references with its bid submittal form. The references must be customers to whom the vendor has provided aerial spraying services within the past five (5) years. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience. The County, at its sole discretion, may choose to request additional information in order to assess bidder responsibility	
<div>Reference 1:</div> <div>Company Name (Client): _____ _____</div> <div>Address: _____ _____</div> <div>Date and description of service: _____ _____</div> <div>Customer Contact Person: _____</div> <div>Title:: _____ _____</div>		
<div>Reference 2:</div> <div>Company Name (Client): _____ _____</div> <div>Address: _____ _____</div> <div>Date and description of service: _____ _____</div> <div>Customer Contact Person: _____</div> <div>Title:: _____ _____</div>		

2.4.2 Bidder shall submit a description and photographs of all aircrafts and the types of equipment (tanks, nozzles, supply lines, strainers, etc.) which shall be used to dispense the insecticide. _____

2.4.3 Bidder shall submit proof of ownership or lease agreement for all aircrafts. _____

2.4.4 Bidder shall submit maintenance, accident and flight history documentation for all of the aircrafts the vendor is proposing to use, to meet the needs of the contract. _____

2.4.5 Bidder must submit a pilot's Resume to render the routine services as specified herein, which must have a minimum of three (3) years' experience in aerial spraying service. The pilot must have an e-mail address and cellular phone for routine correspondence and communication with the County. _____

2.4.6 Bidder must provide proof of pilot's minimum of five hundred (500) logged and verifiable flight hours. **Copy of log must be provided with the bid submittal** _____

2.4.7 Bidder must provide proof of pilot's minimum of one hundred (100) logged and verifiable hours in aerial application of insecticide to control mosquitoes. **Copy of flight log must be provided with the bid submittal** _____

2.4.8 Bidder must provide pilot's current certification in the public health and aerial categories of pest control as issued by the Florida Dept. of Agriculture and Consumer Services. **Copies of each certification shall be provided with the bid submittal** _____

2.4.9 Bidder must provide a copy of commercial pilot's license with multi-engine rating. _____

2.4.10 Bidder must provide a copy of first or second class pilot's medical certificate. _____

2.4.11 Bidder must provide a copy of FCC restricted radio telephone pilot's permit. _____

Vendor shall submit all the specified information, documents and attachments as proof of compliance to the minimum qualification requirements. The County reserves the right to verify the information submitted by the vendor and to request additional information, as it deems necessary to ascertain the vendors' conformance to the minimum qualification requirements.

Contac Person's Name:	
Telephone Number:	
E-mail : Fax Number:	
Fax Number:	

Failure to provide the required submittals may result in the bid being found non-responsive.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH
THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____

Bid Title: AERIAL SPRAYING SERVICE

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Inter local Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

☐ Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is _____.



MIAMI-DADE COUNTY

BID SUBMITTAL FORM

BID NO.:7031-0/18

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. ____/____-____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)

***"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."**

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS

FORMAL BIDS



Miami-Dade County
Internal Services Department
Procurement Management Division
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ Federal Employer
Identification Number (FEIN): _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (d) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Name of Firm		Date

Address of Firm	State	Zip Code
_____	_____	_____

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____

by _____ He or she is personally known to me ☐ or has produced Identification ☐

Type of identification produced _____

_____	_____
Signature of Notary Public	Serial Number

_____	_____	_____
Print or Stamp of Notary Public	Expiration Date	Notary Public Seal

SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Proposer _____ FEIN _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Proposers who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Proposers should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	<u>Principal Owner</u>	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)									Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity							Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other		M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	
Business Name and Address of First Tier Direct Supplier	<u>Principal Owner</u>	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)									Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity							Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other		M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Department of Regulatory and Economic Resources at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Proposer _____ Print Name _____ Print Title _____ Date _____ SUB 100 Rev. 6/12